

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT AND THE
CITY OF LINCOLN, NEBRASKA**

This Amendment entered into by and between the Lower Platte South Natural Resources District, a political subdivision of the State of Nebraska, hereinafter referred to as the "District" and the City of Lincoln, Nebraska, a municipal corporation and city of the primary class, hereinafter referred to as the "City."

RECITALS

A. The District and the City have entered into an Interlocal Agreement as of March 29, 2009 (the "Agreement") to cooperate on the development of a natural play space in Belmont Park.

B. Under the Agreement the District has provided the City with funding in the amount of \$50,000.00 ("Initial Funding").

C. The City has expended a portion of the Initial Funding.

D. The District and the City desire to expand the scope of the Agreement to include Union Plaza and other natural play spaces within the City and to provide for additional funding.

NOW THEREFORE, in consideration of the above recitals and the mutual promises and covenants contain herein, the parties agree as follows:

1. The scope of the Agreement is expanded to include Union Plaza and other natural play spaces located with the City which the parties may agree upon.

2. The District agrees to provide the City with additional funding in the amount of \$60,000.00, to be utilized by the City for Union Plaza and other natural play spaces which the parties may agree upon.

3. Continue to provide the District with a quarterly detailed list of expenditures.

4. From time to time during the term of this Agreement or any extension thereof, the District may decide to contribute additional funds for natural play spaces within the City of Lincoln. If the District decides to provide such additional funds, it may do so by notifying the City by letter and without seeking a further amendment to the Agreement. The City agrees to accept such funds under the terms of the Agreement and account to the District on a quarterly basis.

5. The term of the Agreement is 5 years commencing of March 29, 2009, and may be terminated earlier by either party giving the other party 30 days written notice. The term of the Agreement however, will automatically continue from year to year after such 5 year term, unless either party gives the other party 30 days written notice before the end of such 5 year term or 30 days written notice before the end of each such one year extension.

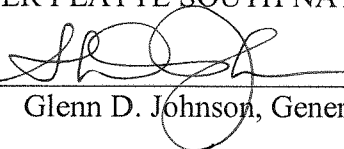
6. In the event the Agreement is terminated before the City expends all of the funds provided hereunder, the City shall refund any such amounts to the District within 30 days of the notice to terminate.

7. In all other respects the Agreement is hereby reaffirmed.

IN WITNESS WHEREOF, the District and the City have caused this Agreement to be executed by their duly authorized officials as of the date shown below.

Executed by the District on 9.15, 2010.

LOWER PLATTE SOUTH NATURAL RESOURCES DISTRICT

BY: 
Glenn D. Johnson, General Manager

Executed by the City on _____, 2010

CITY OF LINCOLN, NEBRASKA

BY: _____
Christopher J. Beutler, Mayor